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FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.
SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is entered into between Boys Home Association, Inc., a Florida not-for-profit corporation, herein after referred to as the Subcontractor and Family Support Services of North Florida, Inc. a Florida not-for-profit corporation, herein after referred to as Family Support Services of North Florida, Inc. or "FSS".

RECITALS:

WHEREAS, FSS has entered into a written contract with the Florida Department of Children and Families as the lead community based agency, responsible for coordinating, integrating, and managing a local system of support and services for abused, abandoned and neglected children and their families in Duval County pursuant to Section 409.1671, Florida Statutes; and

WHEREAS, FSS provides Services (as defined below) to Eligible Consumers (as defined below) in Duval County through a network of Subcontractors; and

WHEREAS, the Subcontractor meets all requirements established by the State of Florida to provide such Services; and

WHEREAS, the Subcontractor is willing and able to provide Services to Eligible Consumers in accordance with the terms and conditions of this Agreement; and,

WHEREAS, FSS desires to enter into an agreement with the Subcontractor for the provision of Services to Eligible Consumers in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto do hereby agree as follows:

ARTICLE I
Definitions

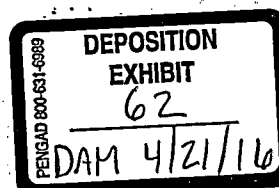
1.1 "Case" shall mean child(ren), parents and related parties connected to the child(ren) referred and receiving services from FSS.

1.2 "Caseworker" shall mean the Child Protection Professional who coordinates all services rendered to the Eligible Consumer if the Consumer is under court jurisdiction or voluntarily accepts services and serves as the single and continuous point of contact for the Eligible Consumer from entry into Services until exit from Services without regard to the child's dependency status.

1.3 "Case Plan" shall mean a written plan of intervention which is negotiated with the family and other parties through a "Family Team Conference", resulting in the development of an individualized case plan that ensures compliance with State and Federal law, and specifies the reasonable efforts of all parties to achieve the child's permanency goal and to ensure the child's safety and well-being. The resulting "Case Plan" follows the child from the beginning of service provision until services are terminated. It may include a concurrent plan, which describes efforts to place the child for adoption or with a legal guardian and to preserve the child's in-home placement or reunify the child with the parent(s).

1.4 "Central Placement Unit" shall mean staff of the Boys Home Association responsible for the placement or replacement of all children requiring care in a licensed setting.

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(FSS, 1st RFP by Piff., Rec'd 07/21/14)

1.5 "Consumer" shall mean those children and families referred to FSS, who are in need of child protection and permanency services including: (a) families known to the Department with children at risk of abuse and neglect or abandonment; (b) children who have been abused, neglected or abandoned by their families; and (c) child victims of abuse, neglect or abandonment who become eligible for adoption.

1.6 "Comprehensive Assessment" shall mean assessment of the child's emotional, social, behavioral and developmental functioning within the family home, school and community. The assessment is funded by Medicaid.

1.7 "Department" shall mean the Florida Department of Children and Families.

1.8 "Department Contract" shall mean the community based care services contract entered into between the Florida Department of Children and Families and Family Support Services of North Florida, Inc., including the Standard Contract, all Attachments, Exhibits, and any amendments thereto.

1.9 "Developmental Services Waiver Program" shall mean a Medicaid program that provides home and community-based supports and services to eligible persons with developmental disabilities living at home on in a home like setting.

1.10 "Effective Date" shall mean the date stated in this agreement unless affected by the contract between FSS and the Department.

1.11 "Eligible Consumer" shall mean a Consumer who has been determined by FSS to be eligible for Services; provided, however, that a Consumer shall be presumed to be eligible upon referral to FSS by a Referral Agency so that service provision will not be delayed during eligibility determination.

1.12 "Family Foster Home Room and Board" shall mean funds to provide temporary, substitute care for children whose families are unable to care for them. Foster parents provide care in their own homes and are not paid for services rendered but are reimbursed at a fixed daily rate for the expenses of caring for the foster child.

1.13 "Family Support Services" shall mean services provided to reduce length of stay and expedite maintaining or reunifying children with parents or relatives.

1.14 "Family Team Conference" shall mean the gathering of family members, friends, foster parents, formal and informal community agencies, and others, to strengthen a family and develop an individualized case plan.

1.15 "Fiscal Year" shall mean the twelve month period commencing on July 1 and ending on June 30.

1.16 "Florida Local Advocacy Council" shall mean the local council appointed by the Florida Statewide Advocacy Council, under the Governor's direction, for the purpose of serving as an independent third-party mechanism for protecting the Constitutional and human rights of any client within a program or facility operated, funded, or contracted by a state agency providing client services.

1.17 "Foster Home". A family/private residence licensed pursuant to Section 409.175, F.S. in which children who are unattended by a parent or legal guardian are provided 24-hour care to include emergency shelter, family foster homes, therapeutic foster homes and medical foster homes for children with special needs.

1.18 "FSS's Quality Assurance Program" shall mean the periodic external review activities conducted by FSS pursuant to FSS's written quality assurance plan (which may be revised from time to time) to assure that the agreed upon level and quality of services is achieved and maintained by the Subcontractor. FSS's Quality Assurance Program activities shall, among other matters, assess the Subcontractor's compliance with contract requirements and with state and federal law and associated administrative rules, regulations, and operating procedures; and, utilize the quality service review format to determine the adequacy of service system functions through quality service reviews.

1.19 "FSS's Quality Improvement Program" shall mean the continuous internal improvements in service provision and administrative functions conceived and implemented by FSS in accordance with its written quality improvement plan (which may be revised from time to time) including a quarterly review of data on: incidents, accidents and consumer grievances; customer input and satisfaction; performance data; peer record review data; and, products/results from quality service reviews and quality improvement projects.

1.20 "Grievance Procedure" shall mean FSS's written procedure to resolve complaints by, or disputes with, an Eligible Consumer or other party.

1.21 "Lead Worker" shall mean services providers or advocate members of the family team identified as responsible for tracking the individualized plan when the family does not qualify for child protective services casework.

1.22 "Leadership Council" shall mean the convening of meetings for mutual decisions by FSS executive staff and Subcontractor executive staff.

1.23 "Licensing/Re-Licensing Studies". Follow the Chapter 65C-13 F.A.C. to ensure the health, safety, and welfare of all children entrusted to state custody. The Subcontractor will provide the necessary pre-service and in-service training, as well as required documentation in order to submit the necessary documents to FSS Licensing Staff or the Department.

1.24. "Model Approach to Partnership Parenting (MAPPP)". A training approved by the Department used for all prospective foster and adoptive parents in order to prepare them to meet the needs of children entrusted to their daily care. A main focus in the pre-service training shall involve partnering with the birth families in order to assist in the reunification process when possible. MAPPP training must be provided by a certified instructor and consist of an offered 30 hour course with mandatory completion of a minimum 21 contact hours with required specific subjects covered.

1.25 "Purchased Services" shall mean services purchased on behalf of consumers in accordance with the purchase of therapeutic services (PTS) or individual needs identified during case planning.

1.26 "Referral Agency" shall mean the Department, the child protection agency or law enforcement agency handling protective investigations, the court, and public or private agencies in the Jacksonville community.

1.27 "Residential Services" shall mean all services furnished in licensed homes and facilities on behalf of children removed from their homes as a result of child abuse and neglect.

1.28 "Service Center Services" shall mean casework, foster home recruitment and licensing, residential services in family foster homes and family support services.

- 1.29 "Services" shall mean the services and programs set forth in the agreement, Attachment I, attached hereto and DCF requirements incorporated herein by reference.
- 1.30 "Specialized Beds" shall mean licensed beds contracted by FSS to care for children with a need for additional levels of supervision and/or professional support.
- 1.31 "Subcontractor's Quality Improvement Program" shall mean the continuous internal improvements in service provision and administrative functions conceived and implemented by the Subcontractor in accordance with a written quality improvement plan.
- 1.32 "Time Sample Log" shall mean a daily time log used to reflect the activities being performed by each caseworker. The timekeeping is one hundred percent (100%) of a staff member's scheduled working hours. Time is recorded in fifteen (15) minute time blocks when starting work and throughout the day.
- 1.33 "Waiver Coordinator" shall mean a provider of support coordination services to the developmentally disabled to assist beneficiary's who receive waiver services in gaining access to needed waiver and Medicaid State plan services, as well as needed medical, social, educational and other services, regardless of the funding source for the services to which access is gained.
- 1.34 Additional definitions as set forth in the "Department Contract" are incorporated herein by reference.

ARTICLE II

Subcontractor's Responsibilities

- 2.1 Services. The Subcontractor shall provide Services to Eligible Consumers in accordance with the service specific requirements described in Attachment I, attached hereto and incorporated herein by reference. Services to be provided by the Subcontractor hereunder to an Eligible Consumer shall be coordinated by the Caseworker in a court related case or a Lead Worker in a community related case.
- 2.2 Manner of Service Provision. The Subcontractor shall comply with all relevant provisions of the Department Contract, to be incorporated herein by reference, and additional service specific attachments as follows: Family Foster Home Licensing And Re-Licensing Support Services, Attachment I; Information Systems Agreements, Attachment II; Audit, Attachment III; Certification Regarding Lobbying, Attachment IV; Certification Regarding Debarment/Suspension, Attachment V, and Placement Services Attachment VI.
- 2.3 Licensure and Accreditation. At all times during the term of this Agreement, (a) the Subcontractor shall maintain in good standing all applicable license and accreditation requirements; and (b) the Subcontractor's employees and agents shall meet all applicable federal and state licensing and certification requirements. Any employees or agents of the Subcontractor who are determined by FSS to perform the same or similar critical functions as the Department staff requiring certification, shall be required to meet the Department's training and certification requirements. The Subcontractor shall provide evidence of such licensing, certification and accreditation to FSS upon its request, and the Subcontractor shall give FSS immediate written notice of pending initiation of investigation of action regarding licensure, certification or accreditation, as well as in the case of any revocation, suspension or restriction of such licensure, certification or accreditation.
- 2.4 FSS's Quality Assurance Program. The Subcontractor shall assist and cooperate with FSS's Quality Assurance Program and provide adequate and appropriate workspace for the FSS

Compliance/trainer/Program Services Specialists. The FSS Compliance/trainer/Program Services Specialists will furnish ongoing assessment and required training support to ensure quality service delivery by the Subcontractor to Eligible Consumers under this Agreement. The FSS Compliance/trainer/Program Services Specialists will routinely review and file monthly reports on compliance with the terms of this Agreement, applicable statutes, rules and operating procedures and may impose requirements for a corrective action plan. The Compliance/trainer/Program Services Specialists will determine the extent to which key indicators of performance are being achieved, and validate the Subcontractor's internal quality improvement systems and findings. Review of the Subcontractors for quality assurance will be implemented in accordance with the FSS Quality Assurance Program, incorporated herein by reference.

2.5 Quality Improvement Program. The Subcontractor shall independently implement a Quality Improvement Program to continuously review and improve the delivery of services to Eligible Consumers under this Agreement. The Subcontractor shall also cooperate with FSS's Quality Improvement Program, provide FSS with all necessary data and records, and permit FSS to conduct reviews and audits at the Subcontractor's site. A copy of the Subcontractor's Quality Improvement Plan will be submitted to FSS. The Subcontractor shall cooperate with, and support FSS Corrective Action Plans submitted to the Department.

2.6 Records.

(a) **Consumer Records.** The Subcontractor shall completely document the provision of Services to each Eligible Consumer, as described in Chapter 39, Florida Statutes consistent with Adoption and Safe Family Act performance standards. These records shall be produced and updated in accordance with the FSS record keeping policy and procedures guidelines. Said records shall include any other records required by applicable state or federal laws, rules, or regulations. The Subcontractor shall ensure that each case file for an Eligible Consumer includes current and detailed chronological notes of all consumer contacts and case related activities and events, including staffings and court activity, from case opening through case closure. Records must be fully documented in the data systems outlined in Attachment II.

(b) **Financial Records.** The Subcontractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by FSS under this Agreement as well as funds furnished the Subcontractor on behalf of Consumers through other funding sources.

(c) **Foster Home Licensing Records.** The Subcontractor shall establish and maintain complete documentation for the provision of Foster Home Licensing services at a minimum required in s. 409.175, F.S., Chapter 65C-13, F.A.C., Chapter 65C-14, F.A.C., Chapter 65C-15, F.A.C., the Department, and FSS Licensing policies and procedures. These records shall be produced and updated in accordance with the FSS record keeping policy and procedures guidelines. Said records shall include any other records required by applicable state or federal laws, rules, or regulations. The Subcontractor shall ensure that each Licensing file for prospective and licensed Foster Home / Adoptive Home includes current and detailed chronological notes of all contacts and related activities and events opening through closure. Records must be fully documented in the data systems outlined in Attachment II.

(d) **Record Retention.** The Subcontractor shall retain all Consumer records, financial records, supporting documents, statistical records, Quality Improvement program records and studies, and any other documents (including electronic storage media) pertinent to this Agreement (the

"Records") for a period of at least seven (7) years after termination of this Agreement or for such longer period as may be required by applicable federal or state law. FSS will furnish a centralized storage site for closed child welfare case records (only) and will assume responsibility for the record once transferred. All closed child welfare records shall be transferred to FSS furnished centralized long term storage facility. If an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, then the records shall be retained until resolution of the audit findings or any resulting litigation.

(e) Inspection. All records and programs shall be subject at all reasonable times to inspection, review, copying, or audit by FSS, the Department, federal, state or other personnel duly authorized by the Department, and the Florida Local Advocacy Council (LAC) (or their authorized agents or representatives). The Subcontractor shall allow immediate access, and supply copies of requested records within one (1) business day of a request by the Department, LAC or FSS. At all reasonable times for so long as records are maintained by the Subcontractor, persons duly authorized by the Department and federal auditors, pursuant to 45 C.F.R. Section 92.36(i)(10), the LAC, pursuant to Section 402.165 Florida Statutes, and FSS shall be allowed full access to and the right to examine any of the records, regardless of the form in which they are kept.

(f) Confidentiality. The Subcontractor shall comply at all times with applicable federal and state laws, rules, and regulations, including but not limited to 45 C.F.R. Section 205.50, and Section 402.155 Florida Statutes regarding the confidentiality of the records and identity of Consumers, and the Subcontractor shall not release any records to any Consumer or third person, other than FSS, the Department (or their authorized representatives or agents), or the LAC without the prior written consent of the Consumer (or a parent or guardian if the Consumer is a minor) except as may be required by applicable law or an order from a court of competent jurisdiction.

(i) Information Requests Procedures. The Subcontractor agrees to comply with the FSS policies and procedures for the timely handling of oral and written requests for information, including, but not limited to, Public record request from FSS, the Department, community agencies, stakeholders, advocates and potential users of the services.

(g) Time Logs. The administrative portion of this agreement is funded from multiple federal and state sources. Federal regulations require that administrative costs be allocated fairly to the programs benefiting from the work activities being performed. The Subcontractor must implement and maintain FSS time logging policy and procedure, which is consistent with the Department's policy and procedures.

(h) Transfer of Records. Upon termination of this Agreement, active and closed records will be transferred in accordance with the Subcontractor's transition plan. From time to time at the request of FSS or the Department, the Subcontractor shall duplicate and transfer the Records (at no cost to FSS or the Department) during the required retention period as specified in Section 2.6(c) above.

2.7 Client Rights and Grievance Process. The Subcontractor shall prominently display information as to a Foster Home Family and Consumer's right of access to the Local Advocacy Council (LAC) to file a complaint regarding Services. The Subcontractor agrees to allow properly identified members of the Florida Statewide Advocacy Council (SAC) and Florida Local Advisory Councils (LAC) access to the facility and/or agency and the right to communicate with any client being served as well as staff or

volunteers who serve them, in accordance with sections 402.165 and 402.166 Florida Statutes. The Subcontractor shall also make accessible and distribute FSS brochures that outline Foster Home Family and Consumer rights, to ensure Foster Home Family and Consumers are informed of access to individuals willing to advocate for their needs.

2.8 Grievance Resolution. The Subcontractor shall cooperate with FSS's Grievance Procedure and comply with all determinations made by FSS under the Grievance Procedure.

2.9 Performance Standards. The Subcontractor shall meet or exceed the performance standards and measured by the outcomes and indicators set forth therein. The Subcontractor shall also meet the performance requirements set by the Department. FSS will track and furnish reports on these indicators to the Subcontractor, Advisory Boards and Board of Directors at least quarterly. If the Subcontractor fails to meet performance standards, FSS at its exclusive option, may allow the Subcontractor up to six (6) months to achieve compliance. If FSS affords the Subcontractor the opportunity to achieve compliance, and the Subcontractor fails to achieve such compliance within the specified time frame, FSS may at its absolute discretion terminate the subcontract.

2.10 Information Systems. All FSS Subcontractors must agree to meet the requirements for information systems set forth in Attachment II attached hereto and incorporated herein by reference.

2.11 Compliance with Law. The Subcontractor shall, at all times during the term of this Agreement, comply with and provide all Services required hereunder in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act (as amended); the Americans with Disabilities Act; the Pro-Children Act of 1994; Chapters 39 and 409, Florida Statutes; and Multi-Ethnic Placement Act (MEPA).

2.12 Risk Prevention and Child Abuse Reporting. The Subcontractor shall, in accordance with the Department's Consumer Risk Prevention System, report those reportable situations listed in Children and Families Operating Procedure 215-6 in the manner described in Children and Families Operating Procedure 215-6 or otherwise in the Department's operating procedures. The Subcontractor and its employees shall also report any known or suspected child abuse, abandonment, or neglect immediately to the Department's central abuse hotline using the single statewide toll-free telephone number or as otherwise required under Section 39.201, Florida Statutes.

2.13 Nondiscrimination. The Subcontractor shall not differentiate or discriminate in the provision of Services to Eligible Consumers or against any of its employees or any applicant for employment because of age, race, creed, color, disability, national origin, sex, or marital status.

2.14 Mandatory Background Screening. The Subcontractor shall ensure that all of its employees meeting screening requirements who are providing Services to Eligible Consumers are subjected to a Level 2 security background investigation in accordance with Section 435.04, Florida Statutes, and a child abuse registry screening. In the event that any such employee is determined to (a) have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2) Florida Statutes, or (b) have been subject to a confirmed child abuse or neglect report, then such employee shall be prohibited from providing Services to Eligible Consumers, unless exemption from disqualification has been granted under section 435.07, Florida Statutes.

2.15 Facility Standards. The Subcontractor agrees that any facility used in the provision of services pursuant to the agreement shall comply with state and local fire and health codes, Americans with Disabilities Act standards, smoke free, and all other codes which would apply if space so utilized was owned or leased by the State of Florida.

2.16. Client Transportation. Subcontractors and subcontractor staff whom meet statutory criteria and transport clients on a routine or emergency basis shall have vehicle liability insurance in the amount of \$100,000 per claim and \$300,000 per incident in compliance with Section 409.1671 Florida Statutes.

2.17 Required Reports. The Subcontractor must submit all reports requested by the Department and FSS within required timeframes.

2.18 Policies and Procedures. The Subcontractor shall maintain and comply with all written policies and procedures developed by FSS to conform to the Department's Standard Operating Procedures.

2.19 Subcontracting. Services under this Agreement may be subcontracted by the Subcontractor subject to the following:

- (a) To neither assign responsibility for this agreement to another party nor subcontract without prior written approval of FSS, which shall not be unreasonably withheld. Any subcontract otherwise occurring without prior approval of FSS may result in non-payment.
- (b) The Subcontractor is responsible for all work performed and for all services produced pursuant to this agreement whether actually furnished by the subcontractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The subcontractor further agrees that FSS shall not be liable to its subcontractors in any way or for any reason. The subcontractor, at its own expense, will defend FSS against such claims.
- (c) The Subcontractor agrees to make payments to any of its subcontractors within seven (7) working days, unless otherwise stated in the contract between the Subcontractor and its subcontractors.
- (d) The terms and conditions of this agreement must be included in any subcontracts the Subcontractor executes.

2.20 Developmental Disabilities Services. In order to ensure appropriate services for children with developmental disabilities all Subcontractors must enroll as a service provider under the Developmental Services Home and Community Based Waiver Program. Upon receipt of a DS/HCBS waiver provider number, the Subcontract shall enter into an agreement with the Developmental Disabilities Program to provide enrolled waiver services.

2.21 Media Inquires. The Subcontractor shall not discuss any issues relating to this Contract with any member of the media without first notifying and coordinating the response with FSS Chief Executive Officer or designee. The Subcontractor and FSS agree to respond to each other regarding media inquiries within two-hours of the time that either the Provider or FSS initiates the contact. If either party fails to respond within the two-hour time frame, the other party will not be held to the conditions of this paragraph. The Subcontractor may maintain relationships with the media concerning positive publicity, community awareness, promotional events and fundraisers. The Subcontractor shall strictly adhere to the related client confidentiality requirements in this agreement and related FSS policies and procedures with regard to media events that involve clients, families and/or caretakers.

2.22 Sponsorship. The Subcontractor as a non-governmental organization, which is wholly or partially, funded by this agreement, shall in publicizing, advertising, or describing the services funded through this agreement shall reference in their material, regardless of format, FSS in the same size letters or type as the name of the Subcontractor.

ARTICLE III**Obligations of Family Support Services of North Florida, Inc. (FSS)**

3.1 **Consumer Eligibility.** FSS shall establish a process for assuring service eligibility for all Family Foster Homes and Consumers based upon the Department's state and federally mandated criteria. FSS has the sole right and responsibility to make determinations regarding a Family Foster Home and a Consumer's eligibility and appropriate services. The decision of FSS in this respect shall be binding on the Subcontractor.

3.2 **FSS's Quality Assurance Program.** FSS shall establish and implement a Quality Assurance Program.

3.3 **FSS's Quality Improvement Program.** FSS shall establish and implement a Quality Improvement Program, conduct quality improvement reviews of the Subcontractor on at least a quarterly basis, and provide technical assistance to the Subcontractor as needed.

3.4 **Compliance with Law.** FSS shall, at all times during the term of this Agreement, comply with all applicable federal and state laws, rules, and regulations including but not limited to the federal Social Security Act (as amended); the Americans with Disabilities Act; and Chapters 39 and 409, Florida Statutes.

3.5 **On-Call Staff.** FSS shall advise the Subcontractor of appropriate FSS on-call staff names and telephone numbers to enable the Subcontractor to meet its obligation to notify FSS when a Consumer is injured, hospitalized, or has run away; or notification of a reportable incident.

3.6 **Family Foster Home Development Targets.** FSS has established licensed foster home development targets for Central Foster Home Licensing Subcontractor based on the number homes needed to serve the anticipated number of children to be served and the level of re-licensing required to be performed. System performance will be monitored monthly by FSS Senior Management to ensure sufficient Licensed Foster Home bed capacity.

3.7 **Placement.** This is a no eject/no reject service system and the Chief Executive Officer of FSS is authorized to approve waivers to exceed the maximum licensed capacity of foster homes. All licensed beds in the Subcontractor's foster home network shall be made available to be directly accessed by the FSS Central Placement Subcontractor, and placements shall be made based on the bed capacity of each home and the needs of each child. Subcontractor agrees to comply with the policies and procedures regarding the process of placement for each child. Subcontractors, licensing staff and Caseworkers are responsible for timely notification of Central Placement of any lapse of foster home licensure, child safety issues, or movement in placement of a child and may be fiscally responsible for any overpayments due to failure to notify Central Placement.

ARTICLE IV**Payment**

4.1 **Subcontract Amount.** Payments contemplated under the Agreement are for Family Foster Home Licensing and Re-Licensing Support Services. As payment for the Family Foster Home Licensing and Re-Licensing Support Services Service Center Services provided by the Subcontractor under this Agreement, FSS agrees to pay the Subcontractor an amount not to exceed, \$881,759.00 subject to the availability of funds, for the period September 1, 2005 through June 30, 2006. The Subcontractor understands and agrees this is a capped allocation and the total amount of this portion of this subcontract

shall not increase. Costs in excess of the funding provided must be paid by Subcontractor from some other outside funding source. The Subcontractor agrees service levels in the subcontract are subject to increase or decrease based on the number of children assigned by the Department, at the absolute discretion of FSS.

4.2 Method of Payment. The Subcontractor shall be authorized a fixed monthly payment amount not to exceed one tenth of the value of the allocation for Family Foster Home Licensing and Re-Licensing Support Services. Monthly payments will not exceed \$88,175.90. Any costs or services paid to or for the Subcontractor under any other contract or from any other source are not eligible for payment under this Agreement

4.3 Request for Payment. The Subcontractor shall submit invoices on letterhead, dated, and signed by an authorized Subcontractor representative within fifteen (15) days after end of each month of service. FSS shall have five (5) business days to inspect and approve the invoice. Payment shall be made by FSS to the Subcontractor within fifteen (15) days from the date the invoice is approved by the FSS Contract Manager. An invoice returned to the Subcontractor due to preparation errors will result in a payment delay.

4.4 Withholding of Payment. Receipt of payment is contingent upon an audit trail of service provision through the reporting requirements, which may be revised from time to time with no less than thirty (30) days notice. Subcontractors who fail to accurately and timely report will receive a thirty (30) day notice after which all outstanding reports must be received and approved. Failure to take immediate corrective action will result in FSS withholding payment until all outstanding reports are received and approved.

4.5 Non-Payment. The Subcontractor understands and agrees that payment of compensation from FSS is contingent upon receipt of funds from the Department and that a delay in the receipt of funds could result in a partial payment to the Subcontractor until funds are received. The Subcontractor is required to have access to funds for at least sixty (60) days of operating expenses during the life of the contract to cover this contingency. In the event insufficient funds are available to implement the Subcontract, FSS may, at its absolute discretion, terminate or modify this Subcontract accordingly. In the event that FSS terminates the Subcontract, FSS will pay the Subcontractor for services already rendered in accordance with the terms and conditions of this agreement.

4.6 Expenditure and Revenue Report. The Subcontractor shall submit expenditure and revenue reports (of actual expenditures by line item) for Family Foster Home Licensing and Re-Licensing Support Services, for each month following the month of service, within fifteen (15) days after the end of each month. These reports may be generated from the Subcontractor's accounting system in a format approved by FSS.

4.7 Final Expenditure and Revenue Report. The Subcontractor shall submit a final expenditure and revenue report, for Family Foster Home Licensing and Re-Licensing Support Services, within thirty (30) calendar days after the contract ends or is terminated. If the Subcontractor fails to do so, all rights to payment are forfeited and FSS shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld by FSS until all reports due from the Subcontractor and necessary adjustments thereto have been approved by FSS.

4.8 Final Invoices. The Subcontractor must submit the final invoice for all services requesting payment or reimbursement within thirty (30) calendar days after the contract ends or is terminated. If the Subcontractor fails to do so, all rights to payment are forfeited and FSS may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be

withheld by FSS until all reports due from the Subcontractor and necessary adjustments thereto have been approved by FSS.

4.9 Match Requirements. When funds are made available, the Subcontractor agrees to comply with the match requirements to receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars and/or Chafee Foster Care Independence Program (CFCIP) grant dollars. The Subcontractor is responsible for a minimum local community match equal to twenty-five percent (25%) and twenty percent (20%) respectively of the amount of funds provided from for each of these two programs. Before these funds are appropriated to the Subcontractor, the Subcontractor shall identify how the local match requirement will be met for each grant program. Payments for expenses under these grants will require documentation of match in an amount sufficient to support expenditures. Allowable match can be in-kind or cash. The expenditure or use of such match must directly support the PSSF grant through the delivery of family preservation, family support, family reunification or adoption support services; and must directly support the CFCIP grant through the delivery of skill development, education and training related to independent living. The Subcontractor must document the receipt and expenditure of the required match for each of the two grants in reporting formats provided by FSS.

4.10 Return of Funds. In the event that the Subcontractor or its independent auditor discovers that an overpayment has been made by FSS, the Subcontractor shall repay said overpayment to FSS within forty (40) days from such discovery without prior notification or request from FSS. In the event that FSS first discovers an overpayment has been made to the Subcontractor, FSS will notify the Subcontractor by letter of such a finding and request repayment within forty (40) days. Should repayment not be made within such applicable forty (40) day time period, FSS will charge the Subcontractor interest of one percent (1%) per month compounded on the outstanding balance after such applicable time period has expired until paid in full.

4.11 Use of Funds for Lobbying Prohibited. The Subcontractor agrees to comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds received under this Agreement for the purposes of lobbying the Florida Legislature, judicial branch, or any state agency. The Subcontractor further agrees to comply with federal requirements with respect to lobbying by signing the Certification Regarding Lobbying, Attachment VI, to this Agreement.

ARTICLE V

Insurance and Indemnification

5.1 Liability Insurance. During the term of this Agreement, Subcontractor shall maintain and keep in effect, at its sole expense, general liability insurance and errors and omission (professional liability) insurance coverage in accordance with section 409.1671 Florida Statutes, and any subsequent amendments thereto. At FSS's request, Subcontractor shall furnish to it a certificate of insurance evidencing the insurance coverage required under this Section 5.1.

5.2 Indemnification. Subcontractor shall indemnify, defend, and hold harmless FSS and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto (including attorneys' fees), that may arise out of and/or be incurred in connection with:

- (a) any negligence or misconduct caused or alleged to have been caused by Subcontractor or any of its employees, agents, or representatives in connection with the provision of the Services under this Agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of, the Subcontractor, or

- (b) any act or failure to act by Subcontractor or any of its employees, agents, or representatives outside the scope of, or in breach of, the terms of this Agreement.

5.3 FSS Indemnification. FSS shall indemnify, defend and hold harmless Subcontractor and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims and costs or expenses related thereto (including Attorney's fees), that may arise out of and/or be incurred in connection with:

- (a) any negligence or misconduct caused or alleged to have been caused by FSS or any of its employees, agents, or representatives in connections with the provision of the Services under this Agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of FSS or,
- (b) any act or failure to act by FSS or any of its employees, agents, or representatives outside the scope of, or in breach of, the terms of this Agreement.

ARTICLE VI **Term of Agreement/Termination**

6.1 Term. This Agreement is effective September 1, 2005 and ends at midnight June 30, 2006.

6.2 Termination Without Cause. Either party may terminate the Subcontract with no less than sixty (60) calendar days' notice to the other party, unless a lesser time is mutually agreed upon in writing. In the event of any such termination, a written transition plan shall be required from the Subcontractor to ensure a smooth transition of services. The plan will be in effect for no more than one hundred and eighty (180) calendar days from the date of acceptance. FSS at its absolute discretion has the right to accept, modify or reject the transition plan. If this Agreement is terminated without cause, the Subcontractor shall not be restricted from contracting with FSS if it has fully cooperated in implementing a transition plan and ensured child safety and service continuity during the transition period.

6.3 Termination Transition Plan. Subject to individual negotiation with the Subcontractor, a transition plan will be developed and shall include the following elements.

- (a) FSS shall pay the Subcontractor's fixed expenses including salaries and benefits during the transition period. Definition of fixed expenses shall be negotiated. Use of unencumbered funds in Subcontractor's possession shall not occur without the express consent of FSS during the transition period.
- (b) The Subcontractor shall obtain prior authorization from FSS to spend client related service funds during the transition period.
- (c) All elements of the Subcontract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only with the written agreement of both parties in the form of an amendment to this Subcontract.
- (d) Within thirty (30) days following receipt of the termination notice, the Subcontractor will submit for approval provisions and timelines for the preparation and transfer of existing personnel, for informing and educating consumers, staff, stakeholders, and others where appropriate.

- (e) Within thirty (30) days following receipt of the termination notice, the Subcontractor will submit for approval provisions and timelines for the orderly transfer of contract related records.
- (f) Within thirty (30) days following receipt of the Termination Notice, the Subcontractor will furnish financial reports including, but not limited to expenditure detail from the effective date of the contract through the month preceding the effective date of the Termination Notice.
- (g) Within thirty (30) days following receipt of the termination notice, the Subcontractor will furnish a copy of all of the sub-contracts entered into by the Subcontractor in connection with this Subcontract along with year to date expenditure reports for each.
- (h) Within thirty (30) days following receipt of the termination notice, the Subcontractor will furnish a detailed personnel report, which includes all positions funded, vacant positions and projected vacancies.
- (i) Within thirty (30) days following receipt of the termination notice, the Subcontractor will furnish an updated inventory report listing all non-expendable property purchased with contract funds.

6.4 Termination with Cause. FSS may terminate this Subcontract within ten (10) days, upon written notice, if it determines at its absolute discretion that the Subcontractor has failed or may fail to perform any material duty or obligation imposed by the Subcontract and the Subcontractor fails to cure the default or breach within the ten (10) day period following written notice of such default or breach. Examples are the Subcontractor fails to comply with the performance standards as required by Section 2.9 above or the Subcontractor fails to comply with any corrective action plan imposed under Section 2.4 above; If this Agreement is terminated under the foregoing provision, the Subcontractor will be ineligible to receive any contracts or funds from FSS for a period of at least twelve (12) months from the date of termination.

6.5 Termination for Substantial Non-Compliance. Notwithstanding Section 6.1 above, this Agreement shall immediately terminate upon written notice by FSS to the Subcontractor in the event (i) the Subcontractor's licensure or accreditation as required by Section 2.3 above is either suspended or revoked; (ii) the Subcontractor's credentialing or re-credentialing application is not verified and approved by FSS; (iii) the Subcontractor's general liability insurance required by Section 5.1 above is cancelled or otherwise terminated; (iv) the Subcontractor (or any of its officers, directors, or employees) is placed on the convicted vendor list kept by the Florida Department of Management Services pursuant to Section 287.133, Florida Statutes; or (v) in the event funds to pay the Subcontractor under this Agreement become unavailable. FSS shall be the final authority as to the availability and adequacy of funds to pay the Subcontractor.

6.6 Provision of Services Upon Termination. Upon termination of this Agreement by either party, the Subcontractor shall continue to provide Services under the terms and conditions of this Agreement to any Eligible Consumer or licensed foster home who was being served by the Subcontractor on the termination date until FSS makes provision for the assumption of such services by another organization or program.

6.7 Transfer of Equipment. In the event that the Subcontractor has used any funds or compensation obtained from FSS under this Agreement to make any non-expendable property purchase as indicated on the Non-Expendable Property Inventory submitted to FSS, then upon the termination of this Agreement, the Subcontractor shall promptly transfer any such capital item property to FSS at no cost to FSS. In addition, in connection with the performance of its obligations under this Agreement, the Subcontractor will receive computer equipment and furniture from FSS that belongs to the Department. Department property shall also be returned to FSS at no cost to FSS upon the termination of this Agreement.

ARTICLE VII Dispute Resolution

7.1 Dispute Resolution. The parties agree to comply with Sections 7.2, 7.3 and 7.4 below in resolving any differences arising in interpreting this Agreement and to resolve all disputes, claims, controversies, or other matters between FSS and the Subcontractor arising out of or relating to this Agreement (each, a "Dispute"). Within ten (10) business days after the Effective Date, each party shall designate one person to act as its representative for dispute resolution purposes (the "Designated Representative"), and the party shall so notify the other party of its Designated Representative's name, business address and telephone number.

7.2 Mandatory Negotiation. On or before thirty (30) days after a party (the "Claimant") determines that there is a Dispute, it shall send a detailed written notice of the Dispute (the "Dispute Notice") to the other party's Designated Representative. Within ten (10) business days from receipt by a Designated Representative of the Dispute Notice from the Claimant, both Designated Representatives shall conduct a face-to-face meeting and shall attempt to resolve the Dispute in good faith. All such negotiations shall be deemed confidential compromise in settlement negotiations and shall not be admissible as evidence at any later proceeding. In the event the Designated Representatives, set forth under Section 7.1 above, are unable to settle the Dispute after following this procedure, either party may then submit the Dispute to mandatory mediation as set forth in Section 7.3 below

7.3 Mediation. If the parties do not resolve the Dispute under Section 7.2 above within thirty (30) days from the receipt of the Dispute Notice by a Designated Representative, then the Dispute may be submitted to mediation. In order to submit the Dispute to mediation, the Claimant shall send a written request for mediation to the other party. The parties shall agree upon a mediator on or before ten (10) business days from the other party's receipt of the written request for mediation from the Claimant. In the event that the parties are unable to resolve their dispute through mediation, either party may thereupon elect to submit the dispute to binding arbitration.

7.4 Arbitration. Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

7.5 Exclusive Dispute Resolution Procedure. The parties mutually consent to the resolution of all claims or controversies arising under this subcontract exclusively under these procedures.

ARTICLE VIII General Provisions

8.1 Recitals. The parties acknowledge that the statements contained in the Recitals above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

8.2 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between the Subcontractor and FSS other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither the Subcontractor nor FSS nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agent, employee or representative of the other. Furthermore, the Subcontractor shall not represent to others that it has the authority to bind FSS or the Department unless specifically authorized in writing to do so. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, workers' compensation and all necessary

insurance for the Subcontractor's employees and permitted contractors shall be the sole responsibility of the Subcontractor.

8.3 Assignment. This Agreement may not be assigned or subcontracted by the Subcontractor without the prior express written consent of FSS.

8.4 Restitution for Damages. In accordance with s. 402.181, F.S., the Subcontractor may file claims with the Department of Legal Affairs at its office in accordance with regulations prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.

8.5 Notices. Any notice or other communication which may be required or permitted to be given under Sections 6.2, 6.4, 6.5, 7.1, 7.2, 7.3, or 7.4 shall be in writing, signed by a duly authorized officer, and hand delivered to the other party or sent by electronic mail, and then confirmed by United States certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the signature page of this Agreement. Any such notice or other communication shall be deemed given upon the date of mailing if mailed pursuant to the provisions of this Section 8.5.

8.6 Captions; Partial Invalidity. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of this Agreement nor in any way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

8.7 Change in Law or Regulations. Should any federal or state statute, regulation, or rule now existing, or enacted or promulgated after the effective date of this Agreement, be enacted or interpreted by any court, governmental body, or agency having jurisdiction over the Subcontractor or FSS during the term of this Agreement so as to materially affect the ability of a party to perform any provision of this Agreement, then the parties shall forthwith and in good faith amend any provision of this Agreement affected by such action as reasonably necessary to comply with such law, regulation, or rule. Any such amendment shall preserve the underlying economic and financial arrangements between the parties hereto.

8.8 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third party, including, but not limited to, a Consumer.

8.9 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity or number of the person, persons, entity or entities may require.

8.10 Amendment. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the parties hereto.

8.11 Applicable Law, Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

8.12 Entire Agreement. This Agreement, Attachments I, II, III, IV, V, VI and the lead agency contract, attachments and any amendments thereto are hereby incorporated by reference hereto embody the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings, negotiations or communications on behalf of

such parties. Copies of the lead agency contract and amendments are available upon request to the FSS contract manager.

8.13 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

8.14 Construction. By the execution of this Agreement, each party hereto acknowledges and agrees having had the opportunity to review, negotiate and approve all of the provisions of this Agreement and the terms hereof, and each of the parties hereto waives the normal rule of construction that any ambiguities in this Agreement shall be construed against the party that drafted or proposed such provision.

8.15 Non-Exclusivity. Nothing in this Agreement shall be construed to confer upon the Subcontractor the exclusive right to provide Services to Eligible Consumers in any geographic area, and FSS explicitly reserves the right to contract with other organizations or agencies providing similar services in Subcontractor's geographic area.

8.16. Survival. The provisions of Sections 2.6, 4.9, 4.11, 5.2, 6.2 and 7.1 shall survive the termination of this Agreement.

8.17 Official Representatives. The following are the official contacts for this agreement:

FSS Technical / Program Administration: Jeff Heyne,
904-733-8914, (Office telephone)
jeff.hevne@fssng.org (email)

FSS Contract Manager: F. L. "Zeke" Held
904-448-4340 x 819 (Office telephone)
zeke.held@fssng.org (email)

Subcontractor Representative Program Administration: Jersey Walters
421 6022 (Office telephone)
JWalters@jaxbayside.me.or.gov (email)

Subcontractor Representative for Contract Management: R. Brown Jr
421 6003 (Office telephone)
RBrown@jaxbayside.me.or.gov (email)

IN WITNESS THEREOF, Family Support Services of North Florida, Inc. and Boys Home Association, Inc., a Florida not for profit corporation, have duly executed this 36 page Agreement effective September 1, 2005.

"FSS"

Family Support Services of North Florida, Inc., a Florida not for profit corporation

By: [Signature] 9/1/05
Date
Denis J. Lafer, MD, President
Board of Directors

Mailing Address:

4613 Philips Highway, Suite 205
Jacksonville, Florida 32207

Boys Home Association, Inc. a Florida not for profit corporation

By: [Signature] 8-31-05
Date
Robert Brown, President

Mailing Address:

2354 University Boulevard, North
Jacksonville, Florida 32211

ATTACHMENT I
FAMILY FOSTER HOME LICENSING AND RE-LICENSING SUPPORT SERVICES

A. Services to be Provided:

1. General Description. The Subcontractor shall provide a comprehensive array of foster home care licensing / re-licensing and related services to eligible Foster families and other substitute caregivers as described in ch. 409, F.S. and Chapters 65C-13, 65C-14, and 65C-15, F.A.C. families in Duval County. The over all intent is to compliment a comprehensive system of care where children are protected from abuse and neglect, able to live with their families, achieve stability and permanency in their living situation, achieve success in school and become stable, gainfully employed adults. Services, service definitions and service tasks are outlined in the Department contract and amendments hereby incorporated by reference.
2. Service Design
 - (a) As needed, Foster Home Families and potential foster home families shall be encouraged and supported to access services. When families refuse or fail to follow through with services, the reason for their doing so will be assessed and the services that have been offered shall be modified or alternative services offered to encourage acceptance of services.
 - (b) Foster Home Families shall receive individualized services based on their unique strengths and needs. The strengths and needs of the Foster Home Family shall dictate the type and mix of services provided; the type and mix of services provided shall not be dictated by what services are available. Services must be adapted to families; children and their families must not be required to adapt to inflexible, pre-existing services. When possible within existing resources the Subcontractor shall develop needed services when they are unavailable.
 - (c) Services to Foster Home Families shall be planned and delivered through a systematic plan, which will meet all federal, state, Department and FSS requirements.
 - (d) The Subcontractor shall be sensitive to cultural and racial differences and the special needs of minority, ethnic and racial groups. Services shall be provided in a manner that respects these differences and attends to these needs.
3. Scope of Services.
 - (a) Subcontractor shall market, recruit, screen, train, provide in-service training, prepare and submit appropriate documentation for license and re-license for family foster home.
 - (b) The Subcontractor shall ensure timely licensure and appropriate management of foster family homes in accordance with Rules 65C-13, 65C-14, and 65C-15, Florida Administrative Code as well as requirements outlined in the DCF contract.
 - (c) The Subcontractor shall fully cooperate with FSS Centralized Placement Subcontractor..
4. Major Program Goals.
 - (a) Children will be protected from abuse and neglect.

- (b) If it is not possible through the provision of services for children to remain with their families, children will be placed in the least restrictive environment possible.
- (c) Children shall have stable placements and permanent living situations.
- (d) Market, recruit, screen, orientate, train, track, and support family foster care licensing services to increase overall foster home capacity in Duval County.
- (e) Timely licensure / re-licensure and appropriate management of foster family homes in accordance with Rules 65C-13, 65C-14, and 65C-15, Florida Administrative Code as well as requirements outlined in the DCF contract.
- (f) To provide a safe, nurturing homes for children.
- (g) To reduce the number of over capacity Foster Care Homes.

B. Manner of Service Provision:

1. Service Tasks: The provider shall perform Licensing / Re-Licensing Tasks to include:
 - (a) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.; and Chapters 65C-14, F.A.C. for Child Caring Agencies and 65C-15, F.A.C. for Child Placing Agencies.
 - (b) Upon inquiry, if the Subcontractor determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
 - (c) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or re-licensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
 - (1) Copies of Licensing Standards Checklist.
 - (2) The application for licensing.
 - (3) The letter of recommendation from the provider.
 - (4) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
 - (5) Florida Abuse Hotline Information System (FAHIS) reports clearances.
 - (6) Local law enforcement checks.
 - (7) Federal law enforcement checks (screening clearance letter).
 - (8) State law enforcement checks.
 - (9) Personal and school references.
 - (10) Medical information.
 - (11) Sanitation, fire and radon inspection and testing documentation.

- (12) Initial pre-service or, as appropriate, annual in service training.
- (d) Ensure that each family foster home operator signs a release of information form, so that FSS and the Department and the provider may share information.
 - (e) Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Subcontractor shall submit all required family foster home re-licensing supporting documentation to the Department at least 30 calendar days prior to the expiration date of the current license. If the Subcontractor is unable to provide all required supporting documentation prior to the expiration of the license the Subcontractor shall immediately coordinate with FSS Central Placement Subcontractor to remove the children from the unlicensed home.
 - (f) Review exit interviews, other complaints and foster care referrals received from the Abuse Registry that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
 - (g) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or provider for denial or termination of a license.
 - (h) Provide copies of licensing records to the Department immediately upon request.
 - (i) Develop a corrective action plan with the family foster home as required.
 - (j) The Subcontractor is not required to place children in any foster home licensed by the department. The department agrees to not require the Subcontractor to recommend any particular home for licensure.
 - (k) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175 F.S., Chapter 65C-13, F.A.C., and the Department's policies and procedures. The Subcontractor shall be responsible for ensuring foster parents receive appropriate training specific to the needs of children placed in their home. Subcontractor will work cooperatively with any current or future community partnerships (e.g. FCCJ).
 - (l) The provider's employees, relatives of the provider's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the department for approval, and b) the provider has an operating procedure which requires that the Executive Director of the provider agency review and approve the submission by the provider of all such licensing applications to the department.
 - (m) The Subcontractor must submit a plan to FSS for community engagement activities no later than January 1, 2006, to develop a network of formal and informal supports. Community advisory boards will assist with this plan.
 - (n) The Subcontractor must participate in all training required by FSS.
 - (o) Subcontractor will comply with its written application to the FSS Invitation to Negotiate and subsequent formal negotiations from which this agreement was based upon, hereby included by reference.

2. Staffing Requirements

- (a) The Subcontractor shall maintain sufficient Licensing staff to meet subcontract requirements.
- (b) All Licensing caseworkers and supervisors paid under this contract shall meet the minimum qualifications and certification requirements established by the State of Florida for such positions.

3. Service Location and Equipment

- (a) The Subcontractor must ensure services are available and provided to ensure access to services. Intake procedures and schedules must be flexible to accommodate service needs.
- (b) The Subcontractor's service area has been designated as Duval County. The Subcontractor shall have their office location within Duval County.
- (c) Subcontractor will provide thirty (30) day written notice to the Contract Manager for any change in service location.
- (d) The Subcontract will maintain sufficient equipment to support the services required.

4. Deliverables

- (a) The Subcontractor must maintain individual foster home licensing records in the format required by FSS.
- (b) All required reports must be provided within required timeframes.

PERFORMANCE REPORTS			
The reports identified in this Exhibit shall be completed and submitted by the provider in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the provider in writing of any changes to format or submission requirements.			
Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	Electronic file via e-mail or Diskette	Must be completed for initial transfer of equipment, and annually thereafter, Due July 15 th , 2006.	Contract Manager & IT Director
CBC Personnel Report	Electronic File via email	Monthly; 5th calendar day of the month for prior month.	Contract Manager
Family Support Matching Report Tool (formerly known as 3MP)	Electronic file via email	Monthly; 1st calendar day of the second month in which services were delivered.	FSS CFO and Contract Manager
Child & Family Services Annual Progress and Service Report	DCF Web based report. Instructions disseminated annually from Central Office. www.teamfla.org/databases.html	May 1st, 2006	Contract Manager and IT Director
State Child Access Program Survey	Instructions disseminated from DCF Central Office	Quarterly; 5th calendar day after the end of each quarter.	Contract Manager and IT Director
Local Program Improvement Plan Report / Quality Improvement Plan	Electronic file via e-mail or diskette	Quarterly; 5th calendar day after the end of each quarter.	Contract Manager and Director, Program Services

Invoices	Paper copy signed by authorized representative to include monthly expense report.	Due by 15 th calendar day of month following month of service.	Contract Manager
Final Invoice	For all services in approved format.	Due July 30 th , 2006 or 30 days after contract termination, which ever occurs first.	Contract Manager
Subcontractor Insurance Certificate	Insurance Certificate	Due 30 calendar days after renewal	Contract Manager
Subcontractor Child Placing License	Annual renewal of agency's DCF child placing license	Due 30 days after renewal.	Contract Manager and FSS Director of Licensure.
Corrective Action Plans	As required following receipt of FSS monitoring report or notification of deficiency	Due 30 days following receipt of monitoring report or notice of deficiency	Contract Manager and Director, Program Services
OverCap Report	Electronic File via email	Due 5 th calendar day of month	Contract Manager and FSS Director of Licensing
Foster Home Utilization	As developed by QAT & FSS	Due Quarterly	Contract Manager and FSS Director of Licensing
Foster Home Recruitment and Retention Report	Electronic file via email.	Due on 5 th calendar day of each month	Contract Manager and FSS Director of Licensing
Annual Civil Rights Compliance Report	As per annual instructions disseminated by DCF	Due April 1, 2006	Contract Manager
Bi-Annual Foster Home License Analysis	Locations of foster homes and demographic/characteristics of "hard-to-place" children/youth	To be determined.	Contract Manager and FSS Director of Licensing
MAPP Training Schedule	Electronic File via email.	Monthly updates due on 5 th calendar day of each month	Contract Manager and FSS Director of Licensing
MAPP Training Utilization	Statistics regarding number of participants enrolled, participation of participants, number completed, number disenrolled, and source of training.	Within 15 calendar days of completion of class.	Contract Manager and FSS Director of Licensing
Subcontracts	Subcontracts executed in direct support of Foster Home Licensing Services	Within 15 days of Execution of Subcontract.	Contract Manager and FSS Director of Licensure
Emergency Preparedness Plan	Printed approved plan.	Due within 30 days of Execution of Agreement	Contract Manager and FSS Director of Licensure
List of Agencies intending to subcontract.	List of agencies whom Boys Home Association is intending to subcontract with in direct support of this agreement.	Within 5 days of Execution of this Agreement.	Contract Manager and FSS Director of Licensure
Information Resource Request	As per DCF Guidelines	Prior approval required before purchase.	IT Director and Contract Manager
Community Engagement Plan	Written Plan of Activities, goals and timelines.	Due January 1, 2006.	Contract Manager
Agency Audit	As per OMB A-133/A-122	Two copies due 180 days after end of provider's fiscal year.	Contract Manager

Subcontractor Emergency On Call Personnel Listing	Electronic submission	Monthly updates due on 5 th of each month.	FSS CCO, Community Development Director, Program Services Director and Contract Manager
Incident Report	Electronic submission	Within 2 hours of incident	Contract Manager, FSS Community Development Director and Program Services Director

5. Performance Measures. The Subcontractor is required to meet performance standards. These measures are tracked in the FSS database and the monthly rate of compliance will be provided to the leadership council.

The provider shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The timelines for achieving the applicable performance standard for each measure shall be determined by the target methodology documented in FSS dBase and submitted reports.

- (a) 100% of all chrono notes shall be entered into FSS dBase within two calendar days of event.
- (b) 100% of reportable incidents will be submitted as per DCF and FSS policy and procedures.
- (c) 100% of all reports will be submitted on time.
- (d) No foster home will be over capacity of foster home license.
- (e) Net gain in FSS system wide number of bed capacity is: 1,150
- (f) Net gain in FSS system wide number of licensed foster homes is: 500
- (g) Zero percent of foster home licenses will lapse.
- (h) 100% of all foster home re-licensure packages will be complete and submitted to the Department 30 days prior to licensure expiration.
- (i) 80% of Foster Home Families will be retained / re-licensed.

C. Special Provisions:

- 1. In accordance with s. 402.181, F.S., the Subcontractor may file claims with the Department of Legal Affairs at its office in accordance with regulations prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.
- 2. The Subcontractor shall comply with s. 402.17, F.S., for claims for care and maintenance; trust property.

3. Fees - No fees shall be imposed by the Subcontractor or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.
4. Third Party Payments - The funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the Subcontractor's location or at the subcontractor's locations for inspection by FSS.
5. Services that are allowable to be billed under Behavior Health Overlay Services are not allowed to be billed under this contract.
6. Transportation Disadvantaged - The Subcontractor agrees to comply with the provisions of Chapter 427, F.S., Part I; Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
7. An approved copy of the Subcontractor's Emergency Preparedness Plan must be submitted to the Contract Manager within 30 days of contract execution and within 30 days of any significant change to the Subcontractor's Emergency Preparedness Plan.

ATTACHMENT II

INFORMATION SYSTEM REQUIREMENTS

1. Compatibility and Access

The Department presently maintains information in the HomeSafenet Information System (HSn - formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Interim Child Welfare Services Information System (ICWSIS). FSS enters and retrieves data from these systems. The Subcontractor shall have limited access to the Florida Abuse Hotline Information System (FAHIS). In accordance with Florida Statutes, Florida Administrative Code and Departmental standards and procedures, the Subcontractor shall be required to exercise due diligence to ensure and maintain the accuracy, timeliness, and appropriate levels of security of information entered into, or retrieved from, these systems. It is expressly understood that the provider's violation of Chapter 119, Florida Statutes or any associated provision of the Florida Administrative Code and Departmental standards and procedures, may constitute sufficient grounds for a determination that the Subcontract has been breached.

FSS has established a data system in a format compatible with current Department standards which are set out in Children and Families Operating Procedure 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards, and any new or revised standards which may be established by the Department or required to comply with the federal Health Insurance Portability and Accountability Act (HIPAA).

FSS operating systems and software used by Subcontractors must comply with current Department information systems standards in accordance with Children and Families Operating Procedure 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards.

Subcontractors shall utilize HSn and FSS dBase to collect and report information consistent with the services provided under this agreement.

2. Information Technology Resources. All FSS Subcontractors must receive written approval from the appropriate Department approving authority in accordance with Children and Families Operating Procedure 50-9, Policy on Information Resource Requests, prior to purchasing any Information Technology Resource (ITR) with funds provided by this Subcontract. The Subcontractor agrees to secure prior written approval by means of an Information Resources Request (IRR) form CF 1631 in accordance with Children and Families Operating Procedure 50-9, Policy on Information Resource Requests, before the purchase of any ITR. The FSS Contract Manager is responsible for serving as the liaison between the Subcontractor and the Department during the completion of the IRR. ITRs are defined in Chapter 282, Florida Statutes, as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The Subcontractor shall not be reimbursed for any ITR purchases made prior to obtaining the Department's written approval.

3. Security

The Subcontractor shall comply with all applicable laws and procedures pertaining to security and confidentiality including Chapter 815, Florida Statutes, and in accordance with Health and Rehabilitative Services Operating Procedures 175-26, Confidentiality of Children and Families Records, Children and Families Operating Procedure 50-6, Security, and HRSR 50-2, Security of Data and Information Technology Resources.

4. HomeSafenet Requirements

HomeSafenet Information System (HomeSafenet) is the Department's system of record for all casework. The Subcontractor specifically agrees that HomeSafenet will always contain the most current and the most accurate information regardless of any other systems employed.

The Subcontractor specifically agrees to collect, enter and maintain all data to meet HomeSafenet requirements in accordance with HomeSafenet policies and procedures including timeliness criteria.

Caseworkers shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within HomeSafenet.

The Subcontractor is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to HomeSafenet for subsequent releases. This includes data entered before the Subcontractor assumed responsibility for services.

Application Training. The Subcontractor shall participate in application training for use of the system, as required during the deployment of future HomeSafenet functionality. The Subcontractor shall be responsible for any travel costs associated with attendance at these training sessions.

Site Survey. The Subcontractor agrees to allow FFS and the Department to conduct a site survey to determine needs related to the implementation and maintenance of HomeSafenet at the Subcontractor's site(s). The Department agrees to determine the resources needed to equip the Subcontractor's staff and in evaluating site security requirements.

Equipment. The Subcontractor may not use equipment provided by FFS or the Department and purchased with HomeSafenet funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the Department's federally approved cost allocation plan for HomeSafenet. HomeSafenet computer equipment shall not be transferred, replaced or disposed of by the Subcontractor without prior written permission of the FFS Contract Manager.

5. DCF ADM/SAMH OneFamily Requirements.

OneFamily is the Department's system of record for all Purchased Therapeutic Services (PTS). The Subcontractor specifically agrees that OneFamily will always contain the most current and the most accurate information regardless of any other systems employed.

The Subcontractor specifically agrees to collect, enter and maintain all data to meet OneFamily requirements in accordance with OneFamily policies and procedures including timeliness criteria.

The Subcontractor shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within OneFamily.

The Subcontractor is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to OneFamily for subsequent releases. This includes data entered before the Subcontractor assumed responsibility for services.

Application Training. The Subcontractor shall participate in application training for use of the system, as required during the deployment of future OneFamily functionality. The Subcontractor shall be responsible for any travel costs associated with attendance at these training sessions.

Site Survey. The Subcontractor agrees to allow FFS and the Department to conduct a site survey to determine needs related to the implementation and maintenance of OneFamily at the Subcontractor's site(s). The Department agrees to determine the resources needed to equip the Subcontractor's staff and in evaluating site security requirements.

Equipment. The Subcontractor may not use equipment provided by FFS or the Department and purchased with OneFamily funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the Department's federally approved cost allocation plan for OneFamily. OneFamily computer equipment shall not be transferred, replaced or disposed of by the Subcontractor without prior written permission of the FFS Contract Manager.

6. Electronic Mail (email).

The Subcontractor specifically agrees to maintain functional electronic mail (email) for any staff funded wholly or in any part by this agreement and other key staff involved with this contract. This functional email will permit electronic communication between FFS, the Department, and other network service providers. Any costs associated with electronic mail shall be borne by the Subcontractor.

ATTACHMENT III

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's Inspector General, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit

for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (2 copies)

B. Department of Children & Families
 ASFMI
 Building 2, Room 301
 1317 Winewood Boulevard
 Tallahassee, FL 32399-0700

C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT IV

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

R.G. Brown, Jr.
Signature

8-31-05
Date

R.G. Brown, Jr.
Name of Authorized Individual

BHA 053L
Application or Contract Number

Boys Home Association
Name and Address of Organization

ATTACHMENT V

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each Offeror whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Offerors who audit federal programs must also sign, regardless of the contract amount. Family Support Services of North Florida, Inc. cannot contract with these types of Offerors if they are debarred or suspended by the federal government or State of Florida.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government and/or State of Florida may pursue available remedies, including suspension and/or debarment.
3. The Offeror shall provide immediate written notice to the contract manager at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Offeror agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government or State of Florida.
6. The Offeror further agrees by submitting this certification that it will require each subOfferor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal/State of Florida monies to submit a signed copy of this certification.
7. Family Support Services of North Florida, Inc. may rely upon a certification of a Offeror that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. SubOfferor's certifications must be kept at the Offeror's business location with a copy forwarded to FSS Contract Manager.

CERTIFICATION

The prospective Offeror certifies, by signing this certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Where the prospective Offeror is unable to certify to any of the statements in this certification, such prospective Offeror shall attach an explanation to this certification.

R. G. Brown, Jr.
Signature

8-31-05
Date

R. G. Brown, Jr.
Printed Name

President / CEO
Title

ATTACHMENT VI CENTRAL PLACEMENT

The Central Placement Unit (CPU) will be responsible for placing all children into licensed care in Duval County and will take referrals for placement of children 24 hours/day, 7 days/week. The CPU will first utilize foster homes recruited by Family Support Services Neighborhood Service Centers within their zones or subcontracting group home facilities.

The CPU will work closely with each of the 8 service centers and group home providers to best utilize bed capacity in Duval County. The CPU and Boys Home Association management and staff will ensure that placements in the FBCH residential group home and foster homes are made only with the approval of the Admissions Coordinator or appropriate management staff. The CPU and Boys Home Association management and staff will make every effort to work with all interested parties (FSC, foster parent, group home provider, GAL, case manager, therapist, etc.) when making a placement decision.

The following is a brief outline of the operating procedures. Any questions about these procedures should be directed to the Central Placement Supervisor, Brian Ingrassia, at telephone number 743-3611 ext. 37.

New Detentions

When a Child Protective Investigator (CPI) has identified a child in Duval County who is in need of out-of-home placement he/she will contact the Central Placement Unit (CPU). During regular business hours CPI's can call 743-5487, 743-5728 or 743-5276. After 5 p.m., on weekends and holidays, CPI's can call 807-7126.

The CPI will be responsible for providing pertinent information about the child(ren) to the Placement Counselor, including, but not limited to: child's name, DOB, social security number (if available), Medicaid number (if available), reason for removal, removal home address, CPI's office phone number, child's school/grade, known medications/allergies/medical conditions, known emotional/behavioral/developmental problems, and names of siblings, if applicable.

After receiving a referral for placement of a child into a licensed setting, the Placement Counselor will immediately begin working to identify the most appropriate placement, relative to the child's removal home address and identified special needs.

The Placement Counselor will attempt to identify a home for the child(ren) in the zip code of the removal home, unless the CPI specifically requests otherwise. If the CPI requests a placement in an area outside of the child's removal home zip code they must provide their rationale for the request in writing (via email or fax) to the Placement Supervisor no later than one (1) hour after the initial request for placement. If no placements are available in the removal home zip code, the Placement Counselor will contact potential providers in areas that are closest to the removal home zip code until a placement is identified. The CPU will attempt to place every child as close to his/her removal home as possible, except when requested to do otherwise by the CPI.

After identifying a placement the Placement Counselor will notify the CPI of the provider's name, address and phone number. It is the responsibility of the CPI to transport the child(ren) to the initial placement.

Provider Requests

Providers are required to give the CPU two (2) weeks notice when they wish to have a child removed from their care, as outlined in the bi-lateral service agreement. Exceptions to this requirement are outlined in the agreement and must be authorized by the Placement Supervisor.

When a foster parent wishes to have a child removed from their home, they should contact the FBCH admissions coordinator who will notify the CPU at the numbers listed above. When requesting that a child be removed the foster parent must provide all pertinent information to the Placement Counselor, including the reason why they wish to have the child removed. The Placement Counselor will immediately notify the child(ren)'s Family Services Counselor that the foster parent has requested an alternative placement. If the FSC does not agree that the child(ren) needs to be moved, they can contact the foster parent directly to discuss the situation and attempt to resolve the need for an alternative placement.

When a group home provider wishes to have a child(ren) removed they must first contact the child's Family Services Counselor (FSC). The child's Family Services Counselor should work with the group home to resolve the issues that led to the provider's request for an alternative placement. It is expected that the provider will make reasonable efforts to resolve any problems before contacting Central Placement. These efforts should, at a minimum, involve a meeting between the group home provider, Family Services Counselor, Central Placement Supervisor, and any other interested parties (case manager, therapist, GAL, etc.). If it is determined that the issues cannot be resolved and the child(ren) needs to be moved, the Placement Counselor will begin looking for an alternative placement. Central Placement reserves the right to make the final placement decision, with input from the provider, FSC and other interested parties.

In all cases, the Placement Counselor will attempt to identify a home for the child(ren) in the zip code of the removal home, unless there is a valid reason given by the child's Family Services Counselor not to do so. If an FSC requests a placement in an area outside of a child's removal home zip code, they must provide their rationale for the request in writing (via email or fax) to the Placement Supervisor no later than one (1) hour after the request for placement. If a placement is identified during normal business hours the Placement Counselor will contact the child's Family Services Counselor to arrange transportation. It is the responsibility of the FSC to transport during normal business hours. Only the Placement Supervisor can authorize exceptions to this policy. The Placement Supervisor, in consultation with the FSC and the provider(s), will consider exceptions on a case-by-case basis. If a placement is identified after hours, on a weekend or holiday, Central Placement will arrange for transportation of the child(ren).

Counselor Requests

If a child's counselor feels that a new placement is needed, they should contact the CPU at the numbers listed above. After speaking with the FSC, the Placement Counselor will contact the foster parent or provider to solicit their input regarding a possible change in placement for the child. Central Placement reserves the right to schedule a placement staffing with the interested parties and to make the final placement decision.

Transfers from DJJ programs

The Family Services Counselor should notify Central Placement at least two (2) weeks before a child is scheduled for discharge from a DJJ commitment program. The Placement Counselor will identify a placement prior to discharge and notify the FSC. It is the responsibility of the FSC to transport a child from a commitment program to the new placement.

Transfers from CSU, SIPP, TGH and STFC

If a Family Services Counselor has a child residing in a Crisis Stabilization Unit, SIPP program, Therapeutic Group Home, or Specialized Therapeutic Foster Home who is scheduled for discharge, they should provide a written recommendation (via email or fax) regarding the child's placement at least two (2) weeks prior to discharge. The Placement Counselor will work directly with the Placement Supervisor to identify a placement based on the level of care recommended by the mental health professionals working with the child. The Placement Supervisor will work closely with the FSC, ADM program office and other interested parties to determine the most appropriate placement.

Runaways

It is the responsibility of all providers (group homes and foster parents) to report any child who runs from their placement to their local law enforcement agency and the CPU.

There are two (2) critical procedures that the provider must follow in every situation involving a runaway foster child:

- 1) The provider must notify their local law enforcement agency immediately, provide them with any information they need to complete their missing persons report, and obtain the missing persons report number.
- 2) The provider must then notify Central Placement of the incident and provide the law enforcement report number to the Placement Counselor.

After these steps have taken place the Placement Counselor will notify the child's Family Services Counselor of the incident.

When a child returns from runaway status it is the provider's responsibility to notify Central Placement immediately. Failure to do so may result in the provider not receiving reimbursement for the number of days the child was actually in placement.

Internal Movements

All movements within the foster and group home provider network should be coordinated through the CPU. There may be providers with multiple programs that may on occasion need to transfer children within those programs. Any potential movement of a child should be planned in advance with input from the child's Family Services Counselor and other interested parties. If a provider agency completes the transfer of a child from one program to another it is the provider's responsibility to notify Central Placement in writing via fax on a Placement Activity Sheet within one (1) business day of the movement. Failure to provide notification of a movement to Central Placement via the Placement Activity Sheet may result in the provider not receiving reimbursement for the number of days that the child was actually in placement.

Over-caps in Family Foster Homes

It is sometimes necessary to place children in a foster home in excess of the home's licensed capacity. This is done only when there is no other placement available to meet the needs of a particular child or sibling group. Central Placement staff will contact the FBCH Program Director and the Family Support Services Executive Director or Senior Manager in charge in each situation in which an over-cap of a family foster home becomes necessary. No foster home will exceed its licensed capacity without prior approval from FSS. Central Placement will also solicit input from the provider agencies to identify specific homes that should not be over-capped for any reason.